



**TITLE: Management and Operational Implementation Support**

This is a COMBINED SYNOPSIS/SOLICITATION for commercial items prepared in accordance with the format in the Federal Acquisition Regulation (FAR) subpart 12.6, as supplemented with additional information included in the notice and following the Simplified Acquisition Procedures in FAR Part 13.5. **THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION; QUOTES ARE BEING REQUESTED AND A WRITTEN SOLICITATION WILL NOT BE ISSUED.**

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-6.

**COMPLETION OF SOLICITATION REQUIREMENTS**

Ensure that all forms and additional information is completed in their entirety. **Verify calculations before signing the Quote.**

**CONTRACT CLAUSES AND SOLICITATION PROVISIONS**

The following FAR Clauses/Provisions are applicable to this procurement:

FAR 52.212-1 – Instructions to Offerors -- Commercial Items  
FAR 52.212-2 – Evaluation -- Commercial Items  
FAR 52.212-3 – Offeror Representations and Certifications -- Commercial Items  
FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Without addenda)  
FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Additional FAR clauses cited in the clause are listed at the web site indicated under SPECIAL INSTRUCTIONS.

The full text of these provisions and clauses are available at: <http://www.arnet.gov/far/>

Note to Offerors: The Government intends or reserves the right to evaluate proposals and award a contract without discussions. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.

The US Department of Interior, through its Franchise Fund activity, GovWorks, is issuing this solicitation Number **0406RQ61908** on behalf of **The Assistant Deputy Under Secretary of Defense (Transportation Policy)**.

The scope of this Statement of Work encompasses Contractor support to provide management and implementation support to the ADUSD(TP) to fulfill mission and program responsibilities necessary to achieve Secretary of Defense, Under Secretary of Defense (AT&L) and DUSD(L&MR) goals and objectives. The work to be accomplished is categorized as IT Oversight and Management (Task 1), Transportation Program Support (Task 2), Transportation Policy Implementation Support (Task 3), and Administrative Support (Task 4). The contractor shall not during the course of the contract perform any tasks that are defined as inherently governmental functions per 48 CFR and FAR Subpart 7.5.

The Period of Performance is One (1) year with subsequent Four (4), One-year (1) options.

The resultant contract is anticipated to be **Time-and-Material** Contract Type.

**NAICS CODE: 541611**

**PRODUCT CODE: R706**

## INSTRUCTIONS TO VENDORS SUBMITTING QUOTES

**COMPETITION:** Full and Open Competition; Unrestricted.

### **SPECIAL INSTRUCTIONS**

The documents applicable to this solicitation can be viewed at:  
<http://govworks.gov/gov/vendor/csolicit.asp>

**CLOSING DATE:** April 27, 2006

**TIME:** By no later than 4PM EASTERN DAYLIGHT TIME

**Offerors must submit both Technical and Price Quotes (separate volumes) via email to the Contracting Officer, Donald Abamonte at: [Donald.Abamonte@mms.gov](mailto:Donald.Abamonte@mms.gov) on or before the required due date.** Reference "RFP #61908 Proposal Submission" in the e-mail title.

***NOTE: Due to e-mail server and pipeline limitations, please limit the size of each e-mail with attachments to 3 MB.***


If the offeror does not have to access to email, offers must be mailed to:

National Business Center/GovWorks  
381 Elden Street, MS 2500  
Herndon, VA 20170-4203  
ATTN: Donald Abamonte

Please be advised that GovWorks is located in a secure building. If offers are hand delivered, please ensure the courier is instructed to use the courtesy phone in the rear of the lobby (to the right of the elevators) to call the Point of Contact listed above on extension 7-1278. A staff member will meet the courier to receive the submittal.

If you have questions regarding this solicitation, please submit your inquiries immediately via email by no later than April 13, 2006, to [Donald.Abamonte@mms.gov](mailto:Donald.Abamonte@mms.gov). **Questions submitted via telephone calls or facsimile questions regarding this solicitation will not be entertained.** Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective offerors.

Sincerely,



Donald J. Abamonte  
Contracting Officer

### Attachment (s)

1. Instructions to Vendors Submitting Quotes
2. Statement of Work

## **INSTRUCTIONS TO VENDORS SUBMITTING QUOTES**

Your quotation must cite the in your quotation your tax identification number (TIN) and Dun & Bradstreet, Data Universal Numbering System (DUNS).

### **ASSUMPTIONS, CONDITIONS, OR EXCEPTIONS**

If the Contractor seeks exception to any specific technical requirement of the Statement of Work, specifications or any other terms and conditions of the Request for Quotation, the Contractor shall notify the Contracting Officer via e-mail no later than five days after release of the RFQ. Contractor exceptions shall identify each specific area of concern. If the Contracting Officer determines that a change is in fact required, and amendment to the RFQ will be issued. **In no event is the Contractor to submit a Quote that is not in exact conformance with the RFQ. Quotes that are found to deviate from the RFQ may be rejected as unacceptable.**

Contractors must submit, as a separate document, all assumptions or conditions upon which the Quotation is based. If such assumptions are not submitted with the quotation, the Contractor will be considered to have made no assumptions or conditions for award, and therefore agrees to comply with all of the terms and conditions as set forth herein.

### **TECHNICAL VOLUME (1a)**

Contractors shall provide a technical quotation that includes the following three general areas:

- A. Management Approach and Technical Capabilities,
- B. Personnel Qualifications, and
- C. Organizational Experience

(1) Discussion of proposed methods and techniques for completing each task, in accordance with the evaluation criteria and Statement of Work.

Please include: (1) a staffing plan, (2) résumés for key personnel, (3) a description of your current personnel resources for this effort, which addresses their capabilities and experience relating to the attached Statement of Work, and (4) a Quality Assurance Plan. At a minimum, this section of the quotation must include:

- Organizational Structure (Org chart and resource headcount required to support the requirement)
- Identification of roles and specify responsibilities for each role
- Definition of the primary skill set required for each role
- Description of resource planning processes and procedures to support the changing needs of the environment
- Description and definition of management methods and processes for all types of support activities
- Description of management and status reporting approaches
- Resumes and letters of commitment are required for all proposed staff. Resumes should be limited to three pages and must include the proposed labor category for the individual.

### **PAST PERFORMANCE VOLUME (1b)**

The Contractor shall identify three (3) contracts/task orders with the Federal Government and/or commercial customers that demonstrate recent and relevant past performance. Recent is defined as within the last three years. Relevant is defined as work similar in complexity and magnitude of the work described in this Statement of Work.

Include the following information:

- Project title
- Description of the project
- Contract number
- Contract amount

## INSTRUCTIONS TO VENDORS SUBMITTING QUOTES

- Government Agency/Organization
- COTR's name, address, and phone number
- Contracting Officer's name, address, and phone number
- Contract and, if applicable, task order number
- Current status, e.g., completed and/or if in progress, start and estimated completion dates
- Dollar value and type of contract
- Name of company being referenced

The Government may also consider information obtained through other sources. Past performance information will be utilized to determine the quality of the Contractor's past performance as it relates to the probability of success of the required effort.

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

### PRICING VOLUME (2)

Your price quotation shall be a **separate volume** from your technical quotation. Contractors shall submit pricing quotations in the form of a Time and Materials Quotation.

**Price data shall be segregated and identified by base period and each option period (if options are included).**

Your price quotation shall be based on your current contract labor rates, including any discounts. The Contractor must identify:

- the labor category(s) to be utilized,
- the Contract labor rates,
- include any discounted labor rates,
- hours quoted for each labor category,

A pricing spreadsheet is attached and price quotations shall be submitted utilizing this spreadsheet.

This solicitation includes tasks identified by separate Contract Line Item Numbers (CLINs). Price quotations shall be defined at the CLIN level:

1) **Discounts in price proposal.** In an effort to receive the highest quality solution at the lowest possible price the government requests all available discounts on materials and services offered by the Contractors for this requirement. Contractors are encouraged to offer one-time, spot discounts below contract rates. When discounts are offered, quotations must clearly identify the contract price and the discount price for each hardware item or labor rate being discounted.

Example:

#### **SAMPLE QUOTE WITH DISCOUNTS**

Period of Performance October 1, 2005 – September 30, 2006					
Labor Category	Hours	Contract Rate	Discount Rate	Subtotal (at Discount Rate)	Discount Savings
Category 1	30	\$103.30	\$95.14	\$2,854.20	\$244.84
Category 2	928	\$86.34	\$82.02	\$80,123.52	\$4,008.96
Category 3	928	\$86.34	\$82.02	\$80,123.52	\$4,008.96
			<b>Total</b>	<b>\$163,101.24</b>	<b>\$8,262.76</b>

2) **Travel.** As part of the Quotation, the Contractor shall provide any anticipated travel costs, if know, to include: origination, destination, number of trips, number of persons traveling, and a breakdown of lodging, meals, transportation and related costs. Actual expenses are limited by the applicable

## **INSTRUCTIONS TO VENDORS SUBMITTING QUOTES**

Government Travel Regulation (JFTR, State Department Regulations, etc.,) and must be pre-approved by the Contracting Officer's Technical Representative. The quotation must indicate how your estimate was determined and what rates were used.

3) **Other Direct Costs (ODCs).** When submitting quotations under GSA s, the offer should not include open market items with a total value exceeding \$2,500 (travel and shipping excluded). Contractors should utilize teaming arrangements with other holder(s) to provide a total solution where appropriate. Any offer containing total open market prices exceeding \$2,500 will not be considered.

### **EVALUATION**

#### **52.212-2 -- Evaluation -- Commercial Items (Jan 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) technical capability of the item offered to meet the Government requirement;
- (ii) price;
- (iii) past performance (see FAR 15.304);

Technical and past performance, when combined, are more important than price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

#### **52.217-5 -- Evaluation of Options (Jul 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

**PERIOD OF PERFORMANCE:** The resulting award will have a Base Period beginning at the time of award and ending 09 months after award. The award will also include 3 option periods of 12 months each, which may be unilaterally exercised by the Government.

**CONTRACT AWARD:** The Government will evaluate all responses received using the evaluation criteria provided to the contractors. The Government intends to place the order to the Contractor that represents the best value to the Government.

**RFQ DUE DATE:** The due date for responses to this RFQ, both technical and price quotations, shall be via e-mail to the address(es) below to the addresses specified below, on or before 4:00 pm Eastern Time,

## **INSTRUCTIONS TO VENDORS SUBMITTING QUOTES**

April 24, 2006. Also, the email submission MUST be followed up with an original hard copy at the address specified for receipt of offers below within 3 business days. Any "no-quotation reply" may be submitted electronically and should include a brief statement as to why you are unable to submit an offer at this time.

### **SOLICITATION CLAUSES**

#### **GovPay Electronic Invoicing Requirements**

All payment requests must be submitted electronically through GovPay. "Payment request" means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the GovPay payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)". To ensure the timely processing of invoices, GovPay uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the Prompt Payment Act".

Detailed GovPay information for use of GovPay may be obtained on the Internet at [www.govpay.gov](http://www.govpay.gov). This web site includes user manuals, training resources, instructions for registration and contact information for the GovPay help desk for additional support. All users can access reports on the status of their invoices.

Support documentation shall be attached to the GovPay invoices in the form of "flat files" in American Standard Code for Information Interchanges (ASCII) and an adobe PDF file. There is a 4MB limitation on file size for these attachments, per header or line item. Facsimile, e-mail, and scanned documents are NOT acceptable electronic forms for payment requests.

GovPay uses the contractor information in the Central Contractor Registration (CCR) database as one of the components for validating contractor registration. It is the responsibility of the contractor to submit accurate and current CCR information. Failure to register and maintain CCR information, or if it has expired, been suspended, been deleted, or could not be found, will result in rejection of your invoice. An invoice submitted during the period for which information in the CCR could not be verified must be resubmitted for payment after successfully registering or updating registration in CCR. Contractors are encouraged to review their CCR information to ensure the most current information is available for GovPay.

The CCR Assistance Center is available to provide assistance and answer questions. They can be reached at 1-888-227-2423 or on the web at <http://www.ccr.gov>.

#### **52.204-09 -- Personal Identity Verification of Contractor Personnel (Jan 2006)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

#### **52.217-8 -- Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **14 days**.

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(End of Clause)

### **52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 Years.

(End of Clause)

### **52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Feb 2006)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer shall check as appropriate.]*

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Reserved]

☒ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☒ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005) (15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

☐ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

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- ☐ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- ☐ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ☐ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- ☐ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- ☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- ☐ (24) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☐ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- ☐ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- ☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- ☐ (32) 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- ☐ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ☐ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ☐ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## **OTHER TERMS AND CONDITIONS**

### **1. KEY PERSONNEL**

(a) The Contractor agrees to assign to the task order those key persons whose resumes were submitted as required to fill the requirements of the task order. No substitution or addition of personnel will be made except in accordance with this clause.

(b) The Contractor agrees that during the first six months of the task order period, no personnel substitutions will be permitted, unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer/COTR and provide the information required by paragraph (d) below.

(c) If key personnel, for whatever reason, become unavailable for work under this task order for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in its Quotation, the Contractor must propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed key personnel substitutions must be submitted, in writing, to the Contracting Officer/COR at least fifteen (15) days prior to the proposed substitution. Each request must provide a detailed

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explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in Contractor format. All proposed substitutes (no matter when they are proposed during the performance period) must have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event the Contractor designates additional key personnel as deemed appropriate for the requirement, the Contractor must submit to the Contracting Officer for approval the information required in paragraph (d) above.

(f) The Contracting Officer will evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the task order is not reasonably forthcoming, or that a resultant reduction of productive effort would impair the successful completion of the task order, the task order may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, she may equitably adjust (downward) the task order price to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

### **2. STANDARDS OF CONDUCT**

(a) The Contractor will be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor is also responsible for ensuring that its employees and those of its subcontractor(s) do not disturb papers on desks, open desk drawers or cabinets, use Government telephones, except as authorized, or otherwise jeopardize the security and the privacy of Government employees, its clientele, and the contents and property of the federal building(s) in which the task order work is performed. Each employee or supervisor of the Contractor is expected to adhere to standards of behavior that reflect credit on themselves, their employer, and the Federal Government.

(b) The Contractor will be responsible for taking such disciplinary action, including suspension without pay or removal from the worksite, with respect to its employees, as may be necessary to enforce those standards.

(c) Where applicable, the requirements of this clause must be expressly incorporated into subcontract(s) and must be applicable to all subcontractor employees who may perform recurring services or work at the federal building and grounds of this task order.

(d) The Government retains the right to permanently remove any employee of the Contractor from performing duties assigned under this task order at the federal building should the employee's performance so warrant. The Government will request the Contractor to immediately remove any employee of the Contractor from the federal building/work-site should it be determined by the Contracting Officer that the individual employee of the Contractor is "unsuitable" for security reasons or for otherwise being found to be unfit for performing his assigned duty at a federal building. The following areas (not all-inclusive) are considered justification for requesting the Contractor to immediately remove an employee from a federal building/work site:

(i) Neglect of assigned duty and refusing to render assistance or cooperate in upholding the integrity of the security programs at the worksite;

(ii) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;

## **INSTRUCTIONS TO VENDORS SUBMITTING QUOTES**

(iii) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; participation in disruptive activities which interfere with the normal and efficient operations of the Government;

(iv) Theft, vandalism, immoral conduct, or any other criminal actions;

(v) Selling, consuming, or being under the influence of intoxicants, drugs, or controlled substances which produce similar effects;

(vi) Improper use of official authority or credentials, as a supervisor or employee of the Contractor;

(vii) Violation of agency and Contractor security procedures and regulations; and

(viii) Violation of the rules and regulations governing federal public buildings and grounds, set forth in 41 CFR Subpart 101-20.3 *Conduct on Federal Property*.

(e) Following a recommendation from an agency program official or security officer, the Contracting Officer will make all determinations regarding the removal of any employee of the Contractor from and denial/termination of clearance and access to the federal building worksite for non-performance, misconduct, or failure to abide by all laws and regulations. The Contracting Officer will verbally inform the Contractor about the employee, followed by a written confirmation or determination. Specific reasons for the removal of an employee will be provided to the Contractor in writing. In the event of a dispute, the Contracting Officer will make a final determination.

(f) Upon a determination of the Government that an employee of the Contractor be removed from or denied access to a federal building worksite, the employee's clearance and access to the federal building must be immediately revoked or otherwise terminated. Furthermore, if applicable, the building pass and/or other access device(s) previously given to the employee must be immediately surrendered, returned, or delivered to the security officer of the federal building.

### **3. IDENTIFICATION/BUILDING PASS**

(a) The Contractor must make their personnel available for photo identification badges on a to be determined by the Contracting Officer's Representative (COR). The badges will be made by the Government utilizing supplies, materials and equipment provided by the Government. Each Contractor employee must sign the appropriate badge at the time of photographing.

(i) The Contractor is responsible for ensuring that each of his/her employees performing work under this task order display their photo-identification badges at all times they are present on-duty in the building. Refusal or repeated neglect to display the photo-identification may result in an unsuitability determination.

(ii) Upon termination, resignation or other event leading to a task order employee leaving duty under this task order, the Contractor is responsible for returning all Government identification, building passes, keys, and other Government property issued to that employee. Failure on the part of the Contractor may result in the Contractor's liability for all costs associated with correcting the resultant breach in building security.

(iii) The Contractor must issue the badges to the employees each day as they report for work and must collect the badges at the end of the work shift before the employees leave the building. The Contractor must notify the COR when the employee badges are lost. It will be the responsibility of the Contractor to pay for replacement badges at the current replacement cost per badge.

(iv) The requirements of this clause are applicable to and must be flowed down to all subcontractors who will work at the MMS facilities.

## **INSTRUCTIONS TO VENDORS SUBMITTING QUOTES**

### **4. CONTRACTOR PERSONNEL SECURITY AND SUITABILITY REQUIREMENTS**

Performance of this contract requires contractor personnel to have an applicable Department of Defense (DOD)-issued personal identification card before being allowed unsupervised access to a DOD [facility and/or information system]. The Contracting Officer's Representative (COR) will be the sponsoring official, and make the arrangements for personal identify verification and card issuance. At least two weeks before start of contract performance, the Contractor will identify all contractor and subcontractor personnel who will require access for performance of work under this contract. The Contractor must make their personnel available at the place and time specified by the COR in order to initiate screening and background investigations. The following forms, or their equivalent, will be used to initiate the clearance process:

- OPM Standard Form 85 or 85P
- FD 258 (fingerprint card)
- Release to Obtain Credit Information

Contractor employees are required to give, and to authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. DOI personnel may contact the contractor personnel being screened or investigated in person, by telephone or in writing, and the Contractor agrees to make them available for such contact. If an individual has already been cleared by another agency, and that clearance has not yet expired, further clearance may not be necessary.

Provide the COR with documentation that supports the individual's cleared status.

During performance of the contract, the Contractor will keep the COR apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the Issuing Office and the COR within 24 hours.

Contractor credentials will have a maximum one year expiration. If re-issuance is needed (in the case of an exercised option, for example), it will be coordinated through the COR. At the end of contract performance, or when a contractor employee is no longer working under this contract, the Contractor will ensure that all identification cards are returned to the Issuing Office. Before starting work under this contract, a National Agency Check (NAC) will be conducted to verify the identity of the individual applying for clearance. Upon successful completion of the NAC process, an identification card will be issued and access granted. Simultaneously, a NAC with Inquiries (NACI) will be initiated to determine the individual's suitability for the position. If the NACI adjudication is favorable, nothing more needs to be done. If the adjudication is unfavorable, the credentials will be revoked. In the event of a disagreement between the Contractor and the Government concerning the suitability of an individual to perform work under this contract, DOI shall have the right of final determination.

This requirement must be incorporated into any subcontracts that requires subcontractor personnel to have unsupervised access to a Federally controlled facility for more than 180 calendar days or unsupervised access to a Federally controlled information system.

### **5. COOPERATION WITH OTHER ON-SITE CONTRACTORS**

(a) When the Government undertakes or awards other task orders or contracts for additional work at the facilities, the Contractor must: (1) fully cooperate with the other Contractors and Government employees, and (2) carefully fit its own work to such other additional contracted work as may be directed by the COR. The Contractor must not commit or permit any act that will interfere with the performance of work awarded to another Contractor or with the performance of other Government employees.

(b) In any case where, in the course of fulfilling the task order requirements, the Contractor disturbs any work guaranteed under another separate contract, the Contractor must restore such disturbed work to a

## Electronic Data Interchange (EDI)

### EDI Contact Information

The CCR web site includes more detailed instructions for each data element and information on how to obtain a DUNS number. You must have a DUNS number before you can register.

## 14. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

### a) Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the COTR, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the COTR, annually to coincide with the anniversary date of this effort.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

### b) Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:  
<http://cpscontractor.nih.gov>.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the contracting official in the event the primary contact is unavailable to process the evaluation within the required thirty (30) calendar day time frame.

## 15. SECTION 508 COMPLIANCE REQUIREMENTS

Any/all electronic and information technology (EIT) procured through this effort must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

## 16. GOVERNMENT FURNISHED PROPERTY

The Government will furnish Contractor personnel with office space, computer, and telephone. As determined by mutual agreement, the Government will provide additional property that may be required in the performance of this effort.

At the request of the Government, or at completion of this effort, the Contractor shall immediately return any Government-provided property, including any equipment, specialized or off-the-shelf software, and all other property provided by the Government for the Contractor to use to complete this effort.

Upon commencement of this effort, unless otherwise indicated, the Government will provide the following property to the Contractor:

### 16.1 Government Furnished Materials/Information

**ITEM**  
n/a

**QUANTITY**

#### **16.2 Government Furnished Equipment**

<b>ITEM</b>	<b>QUANTITY</b>
<u>Computer with monitor</u>	<u>1 per on-site contract personnel</u>
<u>Telephone</u>	<u>1 per on-site contract personnel</u>

#### **16.3 Access to Government Facilities**

The Contractor will be allowed limited access to the Government's facilities, as specified below:

Contract personnel will have access to Government property and facilities located in the OADUSD (TP) office space. They will be provided access to Government network for purposes of completing the tasks in this Statement of Work. Access to facilities after normal working hours must be prior coordinated with the COTR.

#### **16.4 Equipment Inventory**

An inventory of government-furnished equipment must be completed not later than 5 calendar days after start of this effort and not later than 5 calendar days before completion of this effort. The contractor and the COTR or other government representative must jointly determine the working order and condition of all equipment and document their findings on the inventory.

##### **16.4.1 Obtaining Replacement of Government-Furnished Equipment**

The contractor must submit requests for replacement of government- furnished equipment to the COTR for processing. Such requests must specify the reason for the replacement request.

### **17. PERSONNEL REQUIREMENTS**

#### **17.1 Key Personnel Definition**

Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as "Key Personnel" and are those persons whose resumes were submitted and marked by the vendor as "Key Personnel". No substitutions shall be made of accepted key personnel except for sudden illness or death, or termination of employment. Substitutions shall only be accepted if in compliance with "Substitution of Key Personnel" provision identified below.

#### **17.2 Substitution of Key Personnel**

All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the COTR and the Contracting Officer at least twenty-five (25) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. An interview may also be requested. The COTR and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.

#### **17.3 Key Personnel Designation**

For the purpose of the overall performance of this effort, the Contractor's Project Manager shall be designated as a key person.

The Project Manager shall be the Contractor's authorized point of contact with the Government CO and the COTR. The Project Manager shall be responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies, and communicating policies, purposes, and goals of the organization to subordinates.